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swapped under Article 5.2 shall average 10.0 gross weight tons on each vessel, except the TEU will average 9.5 gross weight tons on vessels in the NUE and CNY services.

5.3 The above cross space charter and slot swaps shall be on such terms and conditions and for a compensation to be agreed between the Parties. By mutual agreement, the Parties may increase or decrease any of the TEU said in Article 5.2 by as much as fifty percent without amendment of this Agreement.

5.4 Unless expressly authorized in this Agreement, neither Party shall sub-charter slots made available to it hereunder to any third-party ocean carrier without the prior written consent of the other Party.

5.5 The Parties may discuss and agree on the vessels utilized under this Agreement, including the specifications, qualifications and capabilities of such vessels, changes in vessels, vessel deployment and operation, port calls, scheduling, terminal use, allocations of space and equipment, cost allocations, data collection and distribution, forecasting, recordkeeping, accounting and settlement, stevedoring, terminal and related services, responsibility for loss, damage or injury (including provisions of bills of lading), terms and conditions for force majeure relief, insurance, guarantees, indemnification, compliance with customs, safety, security, documentation, and regulatory requirements and other operational and administrative matters. Space shall be made available at such slot charter hire and on such other terms as the Parties may agree from time to time. The Parties may make further agreements to implement the terms of this Agreement. If there is a conflict between such agreements and this Agreement, this Agreement shall prevail.